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Pass-Through Certificates, Series 2003-HE1 (erroneously sued as Deutsche Bank National Trust
Company); Ocwen Loan Servicing, LLC; Denise A. Marvel; and Leticia N. Arias

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LORENZO PASILLAS, AMELIA
PASILLAS,

Plaintiffs,

v.

DEUTSCHE BANK NATIONAL TRUST
COMPANY, OCWEN LOAN SERVICING
LLC, AZTEC FORECLOSURE
CORPORATION, PERRY AND SHAPIRO
LLP, ROBBIE "ROBERTA" L. WEAVER,
ELAINE MALONE, TIANNA ALVARADO,
DENISE A. MARVEL, LETICIA N. ARIAS,
KATHERINE S. WALKER, EVAN F.
ANDERSON, REMINGTON DUQUE and
DOES 1-25,

Defendants.

Case No. 5:12-cv-04123-PSG

**DEFENDANTS DEUTSCHE BANK, AS
TRUSTEE, OCWEN, DENISE MARVEL,
AND LETICIA N. ARIAS' NOTICE OF
MOTION AND MOTION TO DISMISS
THE SECOND AMENDED COMPLAINT
AND/OR STRIKE PORTIONS
THEREOF; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT
THEREOF**

[Fed. R. Civ. P. 12(b)(4)(5)(6), and 12(f)]

Honorable Lucy H. Koh

Date: March 13, 2014
Time: 1:30 p.m.
Courtroom: 8, Fourth Floor

TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on March 13, 2014, at 1:30 p.m., or as soon thereafter
as the matter may be heard, in Courtroom 8, Fourth Floor of the above-entitled Court located at
280 South First Street, San Jose, California, 95113, defendants Deutsche Bank National Trust

DEFENDANTS' MOTION TO DISMISS

1 Company, as Trustee for GSAMP Trust 2003-HE1, Mortgage Pass-Through Certificates,
2 Series 2003-HE1 erroneously sued as Deutsche Bank National Trust Company (“Deutsche
3 Bank, as Trustee”); Ocwen Loan Servicing, LLC (“Ocwen”); Denise A. Marvel (“Ms.
4 Marvel”); and Leticia N. Arias (“Ms. Arias”) will and hereby do move the Court to dismiss the
5 Second Amended Complaint of Plaintiffs Lorenzo Pasillas and Amelia Pasillas (collectively
6 “Plaintiffs”).

7 This motion is made and based upon Fed. R. Civ. P. 12(b)(6) and 12(f) on the grounds
8 that the claims contained in Plaintiffs’ Second Amended Complaint fails to state a claim upon
9 which relief can be granted.

10 This motion is based upon this Notice of Motion, the Memorandum of Points and
11 Authorities, documents subject to Judicial Notice, and upon all pleadings, papers, and
12 documents on file herein, as well as any oral argument which may be presented at the time of
13 the hearing or any matters of which judicial notice is requested and/or taken.

14
15 Dated: October 18, 2013

HOUSER & ALLISON
A Professional Corporation

/s/ Steve W. Pornbida

Steve W. Pornbida
Attorney for Defendants,
Deutsche Bank National Trust Company, as
Trustee for GSAMP Trust 2003-HE1,
Mortgage Pass-Through Certificates, Series
2003-HE1 erroneously sued as Deutsche
Bank National Trust Company; Ocwen Loan
Servicing, LLC; Denise A. Marvel; and
Leticia N. Arias

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This matter arises from a residential foreclosure that was lawfully conducted three
4 years ago, on October 30, 2009. Since that sale, Defendant Deutsche Bank, as Trustee has
5 attempted to secure possession of the subject property, while Plaintiffs have continued to live
6 in the property without paying their loan, rent, taxes or insurance. Lorenzo Pasillas and Amelia
7 Pasillas' (the "Pasillas") bring their Second Amended Complaint ("SAC") for a single cause of
8 action alleging violation of the Real Estate Settlement Procedures Act ("RESPA").

9 This case, like the numerous cases before is just an attempt to hinder their eviction and
10 lockout. Plaintiffs have a lengthy history of bad faith filings, which includes **fourteen**
11 bankruptcy filings and a prior identical civil litigation in the same Court that was dismissed for
12 failure to prosecute. The exhibits to the SAC indicate that Plaintiffs' alleged Qualified Written
13 Request ("QWR") from 2012 were not even sent to the former servicer Ocwen. Plaintiffs'
14 SAC is fatally defective and should be dismissed without further leave to amend.

15 **II. BACKGROUND FACTS**

16 In November 2002, Plaintiffs executed a deed of trust and a promissory note in the
17 amount of \$600,000.00 in favor of New Century Mortgage Corporation to secure the financing
18 of the property located at 7278 Lovers Lane, Hollister, CA 95023 (the "Property").ⁱ (Request
19 for Judicial Notice (RJN) "**Exhibit A and N**"). The beneficiary interests in the note and deed
20 of trust were assigned to Deutsche Bank, as Trustee in 2003. (RJN "**Exhibit B**"). On March
21 11, 2009, Aztec Foreclosure Corporation was substituted as trustee in place of the original
22 trustee, Fidelity National Title. (RJN "**Exhibit C**"). Plaintiffs admit in their Complaint and
23 FAC that they defaulted on their loan payments. (Complaint ¶25, FAC ¶64). Accordingly,
24 foreclosure proceedings were initiated and the property was sold to Deutsche Bank, as Trustee
25 on October 30, 2009. (RJN "**Exhibits D and M**").

26 Complaints for unlawful detainer were filed and judgments for possession were entered
27 on January 22, 2010 and April 14, 2010. (RJN "**Exhibits E and F**").

To hinder their eviction and lockout, Plaintiffs filed a prior lawsuit in December 2011. It was dismissed in April 2012 because Plaintiffs failed to pursue their claims. (RJN “**Exhibit G**”). Plaintiffs also filed no less than **fourteen** bankruptcy proceedings. Lorenzo Pasillas’ last bankruptcy proceeding, in July 2012, resulted in a dismissal and the Court directed that Lorenzo Pasillas was barred for 2 years from re-filing a new bankruptcy case without prior Bankruptcy Court permission. (RJN “**Exhibit H**”). A similar Order was granted against Amelia Pasillas barring her from re-filing for one year. (RJN “**Exhibit I**”). Notwithstanding the Court Order, Plaintiffs still attempted to file bankruptcy proceedings in bad faith. (RJN “**Exhibit J**”). Plaintiffs’ **fourteen** bankruptcy proceedings are listed as follows (RJN “**Exhibits K and L**”):

Debtor	Date	Case No.
Amelia Pasillas	2/4/2010	10-51109-MM13
Amelia Pasillas	4/29/2010	10-54464-CN13
Lorenzo Pasillas	8/6/2010	10-58135-CN13
Lorenzo Pasillas	10/5/2010	10-60399-SLJ13
Lorenzo Pasillas	11/12/2010	10-61728-CN13
Maria C. Pasillas	1/19/2011	11-50449-SLJ13
Maria C. Pasillas	3/29/2011	11-52897-CN13
Christina Pasillas	5/16/2011	11-54655-CN-13
Amelia Pasillas	7/8/2011	11-56411-CN-13
Amelia Pasillas	9/14/2011	11-58573-CN-13
Lorenzo Pasillas	11/30/2011	11-60976-CN-13
Lorenzo Pasillas	4/16/2012	12-52845-CN-13
Lorenzo Pasillas, Jr.	5/31/2012	12-54126-ASW-7
Lorenzo Pasillas, Jr.	7/24/2012	12-55457-SLJ-7

1 **III. ARGUMENT**

2 **A. Plaintiffs RESPA Claim Fails as A Matter of Law Against Nearly All**
3 **Defendants Because RESPA's Response Obligations are Limited to the**
4 **Servicer**

5 Plaintiffs' cause of action for violation of RESPA fails because Plaintiffs state that they
6 sent a QWR to Ocwen in 2012, and received a response (FAC ¶170) which they deem
7 insufficient. RESPA defines a "servicer" as "the person responsible for servicing of a loan
8 (including the person who makes or holds a loan if such person also services the loan)." 12
9 U.S.C. § 2605(i)(2). To survive a motion to dismiss under Rule 12(b)(6), a complaint must
10 contain "enough facts to state a claim to relief that is plausible on its face." *Bell Atlantic Corp.*
11 *v. Twombly*, 550 U.S. 544, 570 (2007). Under RESPA, only a loan servicer has a duty to
12 respond to a QWR. 12 U.S.C. § 2605(e). RESPA defines "servicing" as "receiving any
13 scheduled periodic payments from a borrower pursuant to the terms of any loan ... and making
14 the payments of principal and interest ... with respect to the amounts received from the
15 borrower...." 12 U.S.C. § 2605(i)(3). Therefore, to state a claim based on a failure to respond
16 to a QWR, Plaintiff must also allege that each defendant against whom the claim is brought
17 was a loan servicer. *Castaneda v. Saxon Mortg. Servs.*, 687 F.Supp .2d 1191, 1199
18 (E.D.Cal.2009).

19 In this case, Deutsche Bank, as Trustee, Ms. Marvel, and Ms. Arias are not alleged to
20 be servicers of the Loan. SAC ¶¶ 112-113. Deutsche Bank, as Trustee is alleged to be the
21 current title holder of the Property after the October 30, 2009 foreclosure sale. SAC ¶5. Ms.
22 Arias is alleged to be an employee of Ocwen. SAC ¶12. Ms. Arias is alleged to be a robo-
23 signer who signs as Attorney-in-Fact for Ocwen. SAC ¶11. Only Ocwen is alleged to have
24 been the servicer and have accepted payments on the Loan prior to the foreclosure sale on
25 October 30, 2009. SAC ¶¶ 56, 31. Plaintiffs therefore cannot state a claim any defendant other
26 than Ocwen for failure to respond to the alleged QWR because they had no obligation to do so.
27 Motion to dismiss without further leave to amend should be granted in favor of Deutsche Bank,
28 as Trustee, Ms. Marvel, and Ms. Arias.

1 **B. Plaintiffs RESPA Claim Fails as a Matter of Law Because Plaintiffs’ Alleged**
2 **QWR Was Not Sent to Ocwen**

3 Plaintiffs’ SAC Exhibits indicate their QWR was sent to Deutsche Bank as Trustee, not
4 Ocwen. To constitute a QWR, the written correspondence must meet certain requirements.
5 First, it has to request “information relating to the servicing” of his loan. 12 U.S.C. §
6 2605(e)(1)(A). Second, the letter must include sufficient information to allow the loan servicer
7 to identify the borrower's name and account. 12 U.S.C. § 2605(e)(1)(B)(I). Third, the letter
8 must “include[] a statement of the reasons for the belief of the borrower ... that the account is
9 in error or provides sufficient detail to the servicer regarding other information sought by the
10 borrower.” 12 U.S.C. § 2605(e)(1)(B)(ii). “A claim has facial plausibility when the plaintiff
11 pleads factual content that allows the court to draw the reasonable inference that the defendant
12 is liable for the misconduct alleged.” *Ashcroft v. Iqbal*, 556 U.S. 662, 129 S.Ct. 1937, 1949
13 (2009). In deciding a motion to dismiss under Rule 12(b)(6), a court may disregard allegations
14 that are contradicted by matters properly subject to judicial notice or by exhibits to the
15 Complaint. *Sprewell v. Golden State Warriors*, 266 F.3d 979, 988 (9th Cir.2001), amended by
16 275 F.3d 1187 (2001). “Any defendant served with a QWR who was not servicing Plaintiff's
17 loan at the time was not obligated to respond, and therefore cannot be liable” *Brothers v. Bank*
18 *of America, N.A.*, 2012 WL 4471590 *3 (N.D.Cal., 2012).

19 Plaintiffs attach the purported QWR at issue to their SAC (ECF No 91, Pgs 36-57).
20 Plaintiffs’ QWR is addressed to Deutsche Bank as Trustee at an address in Santa Ana,
21 California. SAC, Pg 37. Plaintiffs’ Certified Mail Receipt indicates the QWR was delivered to
22 Deutsche Bank as Trustee in Santa Ana, California. SAC, Pg 36. Plaintiffs acknowledge that
23 Deutsche Bank as Trustee was not the servicer of their Loan. Deutsche Bank as Trustee
24 therefore had no obligation to respond to their QWR. Plaintiffs’ QWR was not sent to Ocwen,
25 the only party alleged to have serviced their Loan. Therefore Plaintiffs cannot plausibly claim
26 a breach of obligation under the QWR, and the SAC should be dismissed as a matter of law.

27 ///

28 ///

1 **C. Plaintiffs RESPA Claim Fails Because Ocwen Was Not Servicing the Loan**
2 **When the QWR Was Sent to Deutsche Bank, as Trustee**

3 The foreclosure sale of the Property occurred in October of 2009, however Plaintiffs’
4 alleged QWR was not sent until years after the sale in 2012. A QWR must relate to the
5 “servicing” of the loan, which is defined as “receiving any scheduled periodic payments from a
6 borrower” and “making the payments of principal and interest ... received from the borrower as
7 may be required pursuant to the terms of the loan.” 12 U.S.C. §§ 2605(i)(3), 2605(e)(1)(A).
8 However, a “written request does not constitute a [QWR] if it is delivered to the servicer more
9 than 1 year after either the date of transfer of servicing or the date that the mortgage servicing
10 loan amount was paid in full, whichever date is applicable.” 24 C.F.R. § 3500.21(e)(2)(ii).
11 Further, a written request does not qualify as a QWR under federal law where sent after the
12 completion of a foreclosure sale. *Tidwell v. JPMorgan Chase Bank, N.A.*, 2013 WL 5539414
13 *11 (N.D.Cal., 2013); *Sanchez v. Onewest Bank, FSB* 2013 WL 139870 *3 (N.D.Ill.,2013);
14 *Fantroy v. First Financial Bank, N.A.*, 2013 WL 4434913 *9 (N.D.Tex., 2013); *Cavil v.*
15 *Trendmaker Homes, Inc.*, 2012 WL 170751 *3 (S.D.Tex., 2012).

16 Here, Plaintiffs concede that the foreclosure sale was completed in 2009. The alleged
17 QWR attached to the SAC was not sent to Ocwen (the identified servicer), and was not sent
18 until over 2½ years after the foreclosure sale had been completed. By operation of law, it did
19 not qualify as a QWR, and Plaintiffs have failed to adequately plead any violation of RESPA
20 by Ocwen and the Motion to Dismiss should be granted.

21 **D. Plaintiffs RESPA Claim Fails as a Matter of Law Because No Damages**
22 **Resulted**

23 To properly plead a RESPA cause of action, Plaintiffs must plead damages which flow
24 from failure by a servicer to respond to their alleged QWR (that was untimely sent to the
25 wrong party). A plaintiff bringing a cause of action under RESPA for failure to respond to a
26 QWR must allege actual damages. *Williams v. Wells Fargo Bank, N.A., Inc.*, 2010 WL
27 1463521 (N.D.Cal., 2010) (collecting cases finding that conclusory allegations of damages
28 were not sufficient). These damages must flow from the failure of the servicer to provide the

1 information sought by the plaintiff through the QWR. *Anokhin v. BAC Home Loan Serv., LP*,
2 2010 WL 3294367, *3 (E.D.Cal., 2010); *see also Bever v. Cal-Western Reconveyance Corp.*,
3 2012 WL 2522563, *4 (E.D.Cal., 2012). The actual damages allegedly caused by a loan
4 servicer's failure to respond to the QWR must relate to the RESPA violation itself, and the
5 “incorporated damage” of having to file a lawsuit does not count as “actual damages” for
6 RESPA purposes. *Lal v. Am. Home Serv., Inc.*, 680 F.Supp.2d 1218, 1223 (E.D.Cal., 2010). At
7 the pleading stage, plaintiff must include a demonstration of a causal relationship between the
8 alleged damages and the RESPA violation. *Schneider v. Bank of America N.A.*, 2013 WL
9 1281902 *7 (E.D.Cal.,2013).

10 Plaintiffs fail to identify any pecuniary damages suffered as a result of Defendants’
11 alleged failure to respond their alleged QWR from 2012 beyond trying to fabricate an issue out
12 of settlement discussions. Rule 12(f) provides that a court “may order stricken from any
13 pleading any insufficient defense or any redundant, immaterial, impertinent, or scandalous
14 matter.” Fed.R.Civ.Proc. 12(f). Courts have used Rule 12(f) to strike allegations from
15 complaints that discuss settlement negotiations within the ambit of Rule 408. *See, e.g., Stewart*
16 *v. Wachowski*, 2004 WL 5618386 *2 (C.D.Cal., 2004); *Philadelphia's Church of Our Savior v.*
17 *Concord Township*, 2004 WL 1824356, * 2 (E.D.Pa. July 27, 2004) (“While Rule 408 does not
18 apply to pleadings directly, repeated decisions from this Court have held that allegations in a
19 complaint may be stricken, under Rule 12(f), as violative of these policies”); *United States ex*
20 *rel. Alasker v. CentraCare Health Systems, Inc.*, 2002 WL 1285089, * 2 (D. Minn., 2002)
21 (“Under Rule 408, evidence of conduct or statements made in compromise negotiations is
22 inadmissible to prove liability.... Although this is a rule of evidence, courts have routinely
23 granted motions to strike allegations in pleadings that fall within the scope of Rule 408”); *Kelly*
24 *v. L.L. Cool J.*, 145 F.R.D. 32, 40 (S.D.N.Y.1992) (granting defendant's motion to strike
25 portions of a complaint that referenced settlement discussions under Rule 408 as immaterial
26 and potentially prejudicial); *Agnew v. Avdin Corp.*, Civ. A. No. 88-3436, 1988 WL 92872, * 4
27 (E.D.Pa. Sept.6, 1988) (striking parts of a complaint pursuant to Rule 408 because they
28 referenced settlement negotiations for the purpose of showing liability).

1 Plaintiffs (SAC ¶¶ 115, 116) improperly seek damages by pointing to the fact that
2 settlement discussions (as directed by the Court through a mandatory mediation evaluation
3 program) resulted in an offer to rescind the foreclosure sale and modify the Loan which
4 Plaintiffs rejected. These statements are improper, prejudicial, and should be stricken.

5 The only alleged damages suffered by Plaintiffs in this action (reporting to the credit
6 bureaus, foreclosure, and loss of title) have resulted from their intentional choice to default on
7 the Loan via nonpayment, not from the improper and untimely purported QWR submitted in
8 2012. FAC ¶64. As such the Motion to Dismiss should be granted without further leave to
9 amend.

10 **E. Plaintiffs’ Lawsuit is Barred By Collateral Estoppel and the Rooker-Feldman**
11 **Doctrine**

12 Since judgment has already been entered in favor of Deutsche Bank, as Trustee in the
13 unlawful detainer action, this action is barred. Under the *Rooker-Felman* doctrine, a federal
14 court is without jurisdiction to exercise appellate review of state court judgments. *Rooker v.*
15 *Fidelity Trust Co.*, 263 U.S. 413, 415-16, 44 S.Ct. 149, 150 (1923). This doctrine prevents a
16 party losing in state court from seeking what in substance would be appellate review of the
17 state judgment in a United States district court. *Id.*

18 Here, Plaintiffs’ claims are barred under collateral estoppel because the issues in
19 Plaintiffs’ Complaint could have been raised in the unlawful detainer action, but the Plaintiffs
20 chose not to appear and defaulted. (“**Exhibits E and F**”); *In Re Cantrell*, 329 F.3d 1119 (9th
21 Cir.2003). The unlawful detainer action was reduced to judgment in favor of Deutsche Bank,
22 as Trustee. (“**Exhibits E and F**”). Further, the *Rooker-Felman* doctrine precludes Plaintiffs
23 from challenging the validity of the foreclosure. Plaintiffs are precluded from seeking
24 appellate review of the state court judgment at the federal district court level. *Rooker*, 263 U.S.
25 at 415-16. The Complaint should be dismissed.

26
27 **F. Plaintiffs Are Judicially Estopped From Asserting the Claims in This Suit**
28 **Against Defendants**

1 Plaintiffs are judicially estopped from prosecuting this action because they failed to
2 disclose the claims asserted in their Complaint against the Defendants as assets in the
3 schedules to their fourteen bankruptcy petitions or in an Opposition motion to Deutsche Bank,
4 as Trustee's motion for relief from stay.

5 Plaintiffs filed **fourteen** Chapters 7 and 13 bankruptcies and created a bankruptcy
6 estate. 11 U.S.C. § 348 (f); *see Exhibit K*. Plaintiff's bankruptcy estate(s) consisted of "all
7 legal or equitable interests of the debtor in property as of the commencement of the case" and
8 "[a]ny interest in property that the estate acquires after the commencement of the case." 11
9 U.S.C. § 541(a)(7).¹ The Bankruptcy Code requires debtors to schedule all assets in their
10 bankruptcy petitions. *Cusano v. Klein*, 264 F.3d 936, 945 (9th Cir. 2001). The debtor has a
11 duty to prepare bankruptcy schedules and statements carefully, completely, and accurately, and
12 bears the risk of nondisclosure. *Id.* at 946-949.

13 Here, Plaintiffs' alleged claims against Deutsche Bank, as Trustee, Ocwen, Ms. Marvel,
14 and Ms. Arias accrued prior to the date of filing (foreclosure occurred in 2009) of their
15 bankruptcy petitions (first bankruptcy petition was filed in 2010). (*See Complaint and*
16 *Exhibits A and B*). Accordingly, these claims should have been disclosed to the bankruptcy
17 court and should have been listed in Plaintiffs' bankruptcy schedules as assets of the estate.
18 Plaintiffs have failed to do so either at the commencement of any of their fourteen bankruptcy
19 proceedings or by amending any of their fourteen bankruptcy schedules. (*See Exhibits K and*
20 *L*). They did not disclose the claims asserted in their Complaint as assets in their Schedule B
21 or even file an opposition to Defendant Deutsche Bank, as Trustee's motions for relief from
22 stay. (*See Exhibits K and L*).

23 "Judicial estoppel is a flexible equitable doctrine based on the estoppel of inconsistent
24 positions in which a litigant who has obtained one advantage through the court by taking a
25 _____

26 ¹ Section 541's definition of "property" is interpreted broadly to include causes of action. *United*
27 *States v. Whiting Pools, Inc.*, 462 U.S. 198, 205 (1983); *Sierra Switchboard Co. v. Westinghouse Elec.*
28 *Corp.*, 789 F.2d 705, 707-709 (9th Cir. 1986); *see also Cloud v. Northrup Grumman Corp.* 67
Cal.App.4th 995, 1001 (Cal.App.1998) (after chapter 7 bankruptcy filing, all causes of action
previously possessed become property of the bankrupt estate).

1 particular position is not thereafter permitted to obtain a different and inconsistent advantage
2 by taking a different position.” *In re JZ L.L.C.*, 371 B.R. 412, 420 (9th Cir. BAP 2007) “In the
3 case of omitted assets in bankruptcy, the initial position is that there is no asset, the later
4 inconsistent position is that there is an asset... The debtor need only have gained some
5 advantage through the court's acceptance of the initial position...” *Id.* at 420-421. **A debtor**
6 **who fails to disclose claims as assets of the estate to the bankruptcy court should “be**
7 **subjected to equitable constraints with respect to such property” and should be judicially**
8 **stopped from re-asserting such claims in a subsequent litigation.** *Id.* at 421.

9 Plaintiffs have failed to disclose their claims against Defendants in their bankruptcy
10 schedules despite fourteen opportunities to do so. (*See Exhibits K and L*). Each of the cases
11 was dismissed for various reasons including failure to make plan payments, failure to pay the
12 filing fee, and failure to provide information. (*See Exhibit K*). However, Plaintiffs sought
13 discharge based on the information provided in the schedules and none of the schedules
14 disclosed their claims against Defendants. They should not be permitted to now profit from
15 their failure to schedule their claims against Defendants by being able to now assert them in
16 this litigation.

17 **IV. CONCLUSION**

18 For the reasons set forth above, Defendants respectfully request that the Plaintiffs’
19 Complaint be dismissed in its entirety with prejudice and for any other relief as this Court
20 deems just and proper.

21 Dated: October 18, 2013

HOUSER & ALLISON
A Professional Corporation

/s/ Steve W. Pornbida

24 Steve W. Pornbida
25 Attorneys for Defendants,
26 Deutsche Bank National Trust Company, as Trustee
27 for GSAMP Trust 2003-HE1, Mortgage Pass-
28 Through Certificates, Series 2003-HE1 erroneously
sued as Deutsche Bank National Trust Company;
Ocwen Loan Servicing, LLC; Denise A. Marvel;
and Leticia N. Arias

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3780 Kilroy Airport Way, Suite 130, Long Beach, California 90806.

DEFENDANTS DEUTSCHE BANK, AS TRUSTEE, OCWEN, DENISE MARVEL, AND LETICIA N. ARIAS' NOTICE OF MOTION AND MOTION TO DISMISS THE SECOND AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

- **Lenore L. Albert**
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- **Lenore LuAnn Albert**
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I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

/s/ Jennifer Jovich
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